

Interstate Commerce Commission
Washington, D. C.

RECORDATION NO. 8012-A Filed & Recorded

MAR 23 1977 -4 25 AM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and 28 counterparts of a First Supplement dated as of September 1, 1976.

The First Supplement supplements that certain Security Agreement-Trust Deed dated as of February 1, 1975 recorded with the Interstate Commerce Commission on July 30, 1975 at 10:05 A.M. and assigned Recordation No. 8012.

The general description of the railroad rolling stock covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: Trust Company for USL, Inc.,
as Trustee under U. C. Trust No. 11
1211 West 22nd Street
Oak Brook, Illinois 60521

Secured Party: Harris Trust and Savings Bank
as Security Trustee
111 West Monroe Street
Chicago, Illinois 60690

The undersigned is the Debtor named above and has knowledge of the matters set forth in the enclosed document.

Please return the original and 26 copies of the First Supplement to Ronald E. Roden, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

TRUST COMPANY FOR USL, INC.,
as Trustee under U. C. Trust No. 11

By Ronald A. Coe
Its Vice-President

DEBTOR AS AFORESAID

Enclosures

COUNTER PARTS: 27. K. K. K.

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Numbers (both inclusive)</u>
6	19,452 gallon cryogenic railroad tank cars (AAR # 204 W)	RAIX 713 through RAIX 718

SCHEDULE A

MAR 23 1977 -4 25 AM

~~INLAND~~ STATE COMMERCE COMMISSION

FIRST SUPPLEMENT

Dated as of September 1, 1976

FROM

TRUST COMPANY FOR USL, INC.

As Trustee under
U. C. Trust No. 11

Debtor

TO

HARRIS TRUST AND SAVINGS BANK

As Security Trustee

Secured Party

Re:

SECURITY AGREEMENT-TRUST DEED

Dated as of February 1, 1975

FIRST SUPPLEMENT

THIS FIRST SUPPLEMENT dated as of September 1, 1976 from Trust Company for USL, Inc., not in its individual capacity but solely as Trustee under a Trust Agreement dated as of February 1, 1975 (the "Debtor") whose Post Office address is 1211 West 22nd Street, Oak Brook, Illinois 60521, to HARRIS TRUST AND SAVINGS BANK (the "Secured Party"), whose principal office is at 111 West Monroe Street, Chicago, Illinois 60690.

RECITALS:

A. The Debtor and the Secured Party have heretofore entered into that certain Security Agreement-Trust Deed dated as of February 1, 1975 (the "Original Security Agreement") as security for the payment in full of all principal of and interest on the 9% Secured Notes of the Debtor in the aggregate principal amount of not more than \$25,700,000 (the "Notes") issued under and pursuant to the separate Loan Agreements (the "Loan Agreements"), each dated as of February 1, 1975, between the Debtor and the Lenders named in Schedule A thereto.

B. The Debtor desires to reconvey and to confirm the security interest created by the Original Security Agreement in respect of the properties therein described and to convey and create a security interest in the properties further described herein.

C. All of the requirements of law have been fully complied with and all other acts and things necessary to make this Agreement a valid, binding and legal instrument for the security of the Notes have been done and performed. It is the intention of the parties hereto that this Agreement shall constitute a mortgage of the Railroad Equipment and assignment of the Lease (both as defined in Section 1.01 hereof) for purposes of Section 20c of the Interstate Commerce Act.

SECTION 1. GRANT OF SECURITY

The Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect, and to secure the payment of all other indebtedness hereby secured and the performance and observance of all covenants and conditions in the Notes and in the Original Security Agreement, as supplemented hereby, and in the Loan Agreements contained, does hereby convey, warrant, mortgage, assign, pledge and grant to the Secured Party, its successors in trust and

assigns, a security interest in, all and singular of the Debtor's right, title and interest in and to the properties, rights, interests and privileges described in Sections 1.01 and 1.02 hereof subject always to the exceptions, reservations and limitations contained in Sections 1.05 and 1.07 of the Original Security Agreement (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Collateral").

1.01. RAILROAD EQUIPMENT COLLATERAL. Collateral includes the railroad equipment described in the Original Security Agreement and in Schedule A attached hereto and made a part hereof (collectively the "Railroad Equipment" and individually an "Item of Railroad Equipment") which is leased and delivered under that certain Lease of Railroad Equipment dated as of February 1, 1975 (the "Lease") between the Debtor, as Lessor, and Union Carbide Corporation, a New York corporation (the "Company"), as Lessee, together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Railroad Equipment hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals, or replacements or and additions, improvements, accessions and accumulations to any and all of the Railroad Equipment together with all the rents, issues, income, profits and avails therefrom, subject, however, to Permitted Encumbrances referred to in Section 1.05 of the Original Security Agreement.

1.02. RENTAL COLLATERAL. Collateral also includes all right, title, interest, claims and demands of the Debtor as lessor in, to and under the Lease, including all extensions of the terms of the Lease, together with all rights, powers, privileges, options and other benefits of the Debtor as lessor under the Lease including, without limitation, but subject always to the exceptions, reservations and limitations contained in Section 1.07 of the Original Security Agreement:

(a) the immediate and continuing right to receive and collect all Basic Rent (excepting and reserving, however, 26% of all Interim Rent), insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable to or receivable by the Lessor under the Lease pursuant thereto,

(b) the right to make all waivers and agreements and to give and receive duplicate copies of all notices and other instruments or communications, and

(c) to take such action upon the occurrence of an Event of Default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which the Debtor or any lessor is or may be entitled to do under the Lease;

it being the intent and purpose hereof that subject always to the exceptions, reservations and limitations contained in Section 1.07 of the Original Security Agreement, the assignment and transfer to the Secured Party of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Secured Party shall have the right to collect and receive the Basic Rent and other sums for application in accordance with the provisions of Section 5 of the Original Security Agreement until the indebtedness hereby secured has been fully paid and discharged.

1.03. DURATION OF SECURITY INTEREST. The Secured Party, its successors in trust, and assigns, shall have and hold the Collateral forever for the equal and pro rata benefit and security of the Notes and the other indebtedness hereby secured, without preference, priority or distinction of any Note over any other Note by reason of priority in the time of issue, sale, negotiation, date of maturity thereof or otherwise for any cause whatsoever; provided always, however, that such security interest is granted upon the express condition that if the Debtor shall pay or cause to be paid all the indebtedness hereby secured and shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Loan Agreements and the Notes contained, then these presents and the estate hereby granted and conveyed shall cease and the Original Security Agreement, as supplemented hereby, shall become null and void; otherwise to remain in full force and effect.

SECTION 2. WARRANTY

Subject to the limitations contained in the Original Security Agreement, the Debtor covenants, warrants and agrees that (i) the Debtor has the right, power and authority under the Trust Agreement to grant a security interest in the Collateral to the Secured Party for the uses and purposes herein set forth and (ii) the Debtor will warrant and defend the title to the Collateral against all claims and demands of persons claiming by, through or under the Debtor (excepting only Permitted Encumbrances).

Subject to the limitations contained in the Original Security Agreement, the Debtor further covenants and agrees to perform and observe duly and punctually all of the covenants and agreements on its part contained in the Original Security Agreement, all such covenants and agreements being hereby ratified, approved and confirmed.

The capitalized terms used herein shall, except as otherwise provided herein, have the meanings therefor set forth in the Original Security Agreement.

This First Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one agreement.

This First Supplement shall be construed in connection with and as part of the Original Security Agreement and all terms, conditions and covenants contained in the Original Security Agreement except as herein modified shall be and remain in full force and effect.

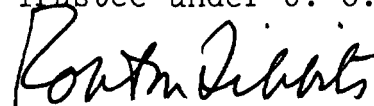
Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Supplement may refer to the "Security Agreement-Trust Deed dated as of February 1, 1975" without making specific reference to this First Supplement, but nevertheless all such references shall be deemed to include this First Supplement unless the context shall otherwise require.

IN WITNESS WHEREOF, the Debtor has caused this instrument to be executed, and the Secured Party in evidence of its acceptance of the trusts hereby created has caused this instrument to be executed, all as of the day and year first above written.

TRUST COMPANY FOR USL, INC.,
as Trustee under U. C. Trust No. 11

[Corporate Seal]

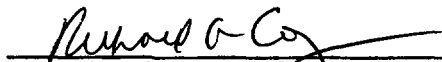
By



Vice President

Attest:

DEBTOR


Assistant Secretary

HARRIS TRUST AND SAVINGS BANK,
as Security Trustee

[Corporate Seal]

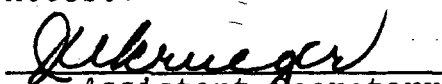
By



Vice President

Attest:

SECURED PARTY


Assistant Secretary

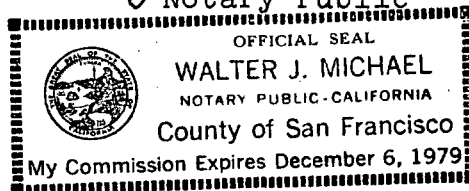
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) SS

On this 15th day of October, 1976, before me personally appeared Robert M. Tibbitts, to me personally known, who being by me duly sworn, says that he is the Vice President of TRUST COMPANY FOR USL, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Walter J. Michael
Notary Public

My commission expires: December 6, 1979



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On this 14th day of March, 1976⁷, before me personally appeared L. L. SPRENG, to me personally known, who being by me duly sworn, says that he is the Vice President of HARRIS TRUST AND SAVINGS BANK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Lorette C. Seay
Notary Public

My commission expires: NOVEMBER 29, 1980

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Numbers (both inclusive)</u>
6	19,452 gallon cryogenic railroad tank cars (AAR # 204 W)	RAIX 713 through RAIX 718

SCHEDULE A
(to First Supplement)